

# STONE TECH

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## DESIGNS

### TERMS OF SALE:

1. PAYMENTS, DEPOSITS AND CANCELLATIONS: FIFTY (50) PERCENT OF THE TOTAL CONTRACT AMOUNT IS REQUIRED UPON SIGNING OF THE PURCHASE AGREEMENT. THE BALANCE OF THE MATERIAL PORTION WILL BE DUE UPON DELIVERY TO THE JOB SITE. THE REMAINING BALANCE OF LABOR CHARGES WILL BE DUE UPON COMPLETION OF THE INSTALLATION. PURCHASER CAN CANCEL ORDER PRIOR TO THE "CUTTOFF DATE" DATE ON PROPOSAL. AFTER THAT DATE AND ONCE PRODUCTION HAS BEGUN, ANY CANCELLATION OF THE ORDER IS NOT ALLOWED AND NO REFUNDS ARE GIVEN. PURCHASER IS RESPONSIBLE FOR FULL PAYMENT OF ALL MATERIALS ORDERED PAST THE "CUT OFF DATE".

2. CREDIT TERMS: ALL INVOICES ARE DUE WITHIN 15 DAYS OF INVOICE DATE. ANY OUTSTANDING BALANCE AFTER THIS TIME FRAME WILL BE CHARGED INTEREST AT THE RATE OF 1.5% PER MONTH AND WILL BE DUE IMMEDIATELY. ANY PAYMENT RECEIVED WILL BE APPLIED TO THE OLDEST INVOICE FIRST IF NO INVOICE NUMBER IS PROVIDED. SHOULD THE UNDERSIGNED FAIL TO COMPLETE PAYMENT AFTER A PERIOD OF THREE (3) MONTHS, HE/SHE AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY'S FEES WHETHER SUIT BE BROUGHT OR NOT.

3. OFFSET AGREEMENT: YOU AGREE AND/OR AUTHORIZE ANY FUNDS DUE TO OUR COMPANY AS VENDOR, SUPPLIER, LABOR OR CONTRACTOR TO BE PAID TO Stone Tech Designs LLC, IN CASE OF BANKRUPTCY, DEFAULT OR NON-PAYMENT.

4. DELIVERY AND INDEMNIFICATION: PURCHASER MUST PROVIDE DETAILED EASY TO UNDERSTAND DIRECTIONS FOR ALL DELIVERIES. Stone Tech Designs LLC'S RESPONSIBILITY FOR DELIVERY CEASES AT THE CURBSIDE OR STREET FRONTAGE OF THE ADDRESS FOR DELIVERY. SHOULD THE PURCHASER REQUIRE Stone Tech Designs LLC TO ENTER UPON PRIVATE PROPERTY TO MAKE DELIVERY, THE PURCHASER SHALL BE RESPONSIBLE TO PROVIDE SAFE AND ADEQUATE ACCESS AND SUCH DELIVERY SHALL BE AT THE RISK OF THE PURCHASER AND IN CONSIDERATION OF Stone Tech Designs LLC PROVIDING ON-SITE DELIVERY, THE PURCHASER AGREES TO INDEMNIFY Stone Tech Designs LLC FOR ALL LIABILITY IN RESPECT OF ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY AND EVEN INJURY OR WRONG WHATSOEVER WHICH MAY RESULT THEREFROM.

5. DELIVERY SITE CONDITIONS: Stone Tech Designs LLC RESERVES THE RIGHT TO DETERMINE WHETHER THE SITE FOR DELIVERY REQUESTED BY THE PURCHASER IS SUITABLE FOR SUCH DELIVERY AND Stone Tech Designs LLC MAY REFUSE TO DELIVER TO A SITE IF Stone Tech Designs LLC DEEMS IT UNSAFE OR UNSUITABLE. THE PURCHASER SHALL BE RESPONSIBLE FOR ALL COSTS AND DAMAGES INCURRED WHERE ADEQUATE ACCESS FOR DELIVERY CANNOT BE OBTAINED.

6. UNATTENDED DELIVERY SITE: WHERE DELIVERY OF PRODUCTS IS TO BE TO AN UNATTENDED SITE, Stone Tech Designs LLC WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO PRODUCTS OR PROPERTY. ABSENCE OF PURCHASER'S AGENT AT TIME AND SITE OF DELIVERY, RELIEVES Stone Tech Designs LLC OF ANY LIABILITY FOR THEFT, VANDALISM OR OTHER LOSS TO DELIVERED GOODS.

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## DESIGNS

### **TERMS OF SALE (CONTINUED)**

7. DELAY: Stone Tech Designs LLC SHALL NOT BE LIABLE FOR ANY DELAY IN DELIVERY OR NON-DELIVERY RESULTING FROM ANY CAUSE BEYOND ITS CONTROL INCLUDING, BUT NOT LIMITED TO: STRIKES AND OPERATION STOPPAGES AT PORTS AS WELL AS BAD WEATHER. IF Stone Tech Designs LLC IS UNABLE TO COMPLETE DELIVERY OF ANY PART OF AN ORDER, THE PURCHASER SHALL ACCEPT SUCH PART OF THE ORDER AS Stone Tech Designs LLC IS ABLE TO DELIVER AND THE PURCHASER SHALL PAY FOR THE PART DELIVERED PRO RATA AT THE SAME RATES AS THE WHOLE OF THE ORDER AGREED TO BE SOLD AND ON THE SAME TERMS OF PAYMENT.

8. QUANTITIES: THE TYPE, SPECIFICATIONS AND QUANTITY OF PRODUCTS DELIVERED AND DETAILED ON THE INVOICE MUST BE CHECKED BY THE BUYER AT THE TIME OF DELIVERY FOR COMPLIANCE WITH THE PURCHASER'S ORDER. VARIATIONS BETWEEN ACTUAL QUANTITIES DELIVERED AND THOSE SHOWN ON THE INVOICE MUST BE NOTED ON ALL COPIES OF THE INVOICE AND SIGNED BY THE PURCHASER. BILLING WILL BE BASED ON THOSE QUANTITIES OF PRODUCTS SHOWN TO BE SUPPLIED AS PER SIGNED INVOICE. ANY CLAIM FOR ALLEGED SHORT DELIVERY OF PRODUCTS MUST BE MADE IN WRITING WITHIN 24 HOURS, OTHERWISE IT WILL BE ACCEPTED BY THE PURCHASER AND IN ABSENCE OF ANY CLAIM THE PURCHASER SHALL BE LIABLE TO PAY FOR THE FULL QUANTITY OF PRODUCTS LISTED ON THE Stone Tech Designs LLC'S INVOICE.

9. TECHNICAL ASSISTANCE: Stone Tech Designs LLC ACCEPTS NO RESPONSIBILITY FOR CLAIMS ARISING FROM TECHNICAL ADVICE OR ASSISTANCE PROVIDED TO THE PURCHASER. ADVICE AND ASSISTANCE PROVIDED BY Stone Tech Designs LLC IS FOR PURCHASER'S GUIDANCE ONLY AND PURCHASER AGREES TO RELY SOLELY ON ITS OWN TECHNICAL EXPERTISE AND ANY INSTALLATION, PAINTING, ETC. UNLESS PURCHASER HAS SOUGHT FORMAL INSTALLTION SERVICE FROM Stone Tech Designs LLC.

10. MODIFICATION OF TERMS: ANY CHANGES TO THIS SIGNED AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH Stone Tech Designs LLC AND A LAWFUL AGENT OF PURCHASER.

11. SEVERABILITY: IF ANY TERMS, PROVISIONS, COVENANTS OR CONDITIONS OF THIS AGREEMENT IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID, UNENFORCEABLE, THE REMAINDER OF THE PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL IN NO WAY BE AFFECTED, IMPAIRED OR INVALIDATED.

12. APPLICABILITY: THIS AGREEMENT IS MADE BETWEEN PURCHASER HEREBY \_\_\_\_\_ AND Stone Tech Designs LLC.